

TOWN OF FREETOWN

FREETOWN POLICE DEPARTMENT

PROJECT MANUAL:

MODULAR DISPATCH CONSOLE

INVITATION TO BID

No. FPD-10-001

SEPTEMBER 2010

TOWN OF FREETOWN

INVITATION FOR BID

General. Pursuant to MGL Chapter 30B, the Town of Freetown, is soliciting sealed bids for a new

MODULAR DISPATCH CONSOLE

Bid Submission. All bids shall be returned to the Chief of Police, **Freetown Police Department, 225 Chace Road, East Freetown, MA 02717**, in a sealed envelope clearly marked “Sealed Bid – Modular Dispatch Console” no later than 5:00 PM on October 31, 2010. Following the deadline, bids will be publicly opened and read. All bids shall have the name of the bidder clearly marked on the outside of the bid envelope.

All bids shall be **submitted in duplicate (one ORIGINAL and one COPY)**, on forms described below. Bidder shall also submit *Certification as to Tax Compliance and Certificate of Non-Collusion* forms and reference forms, all of which are included in bid packet.

It is Bidder’s responsibility to ensure it’s bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened.

Contract Documents will be available for pickup at the Freetown Police Department after 10:00 a.m., September 20, 2010.

Surety/Bond. Bid surety is **not** required for this project.

Award. Bids will be evaluated and awarded to the lowest responsive and responsible bidder.

Informalities. All bids are subject to the provisions of M.G.L. Chapter 30B. The Town of Freetown reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

Right to Cancel or Reject. The Town of Freetown reserves the right to cancel this Invitation for Bid or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

Compliance with Laws. The Town prohibits any activity that would constitute a violation of the conflict of interest statute (MGL c. 268A). The Town prohibits the assignment of any interest in the contract. Contractors shall comply with all federal, state, and local ordinances, rules, and regulations of all kinds.

TOWN OF FREETOWN

GENERAL REQUIREMENTS OF THE CONTRACT

ARTICLE 1.00 GENERAL TERMS AND CONDITIONS

- 1.01 All transactions pursuant to this bid may be based solely on the terms, conditions, item descriptions and prices contained in this bid. Under no circumstances may a Bidder represent that it can, upon reliance of a contract awarded pursuant to this bid, provide equipment or services that are not specifically described in this bid. Violation of the terms of this provision will be considered grounds for termination of a contract.
- 1.02 All bids must be submitted on the forms provided for that purpose herein.
- 1.03 Bidder responses to the bid proposal and any related correspondence will be part of the final contract. Any addenda issued pursuant to this Invitation to Bid shall be acknowledged by the Bidder in the space provided on the bid forms. Such addenda shall become part of the final contract.
- 1.04 The right is reserved to reject any and all bids, and to waive informalities as may be determined to be in the best interest of the Town of Freetown (hereafter the Town).
- 1.05 Any exceptions to the minimum requirements set forth for the equipment specified herein must be noted by the Bidder in the spaces provided for that purpose. Bidders must identify each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, and provide full description of the proposed alternative. Failure to list exceptions will be interpreted as full compliance with all items.
- 1.06 "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
- 1.07 Prices quoted must include delivery to the Town, as specified on Purchase Order.
- 1.08 No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid.
- 1.09 The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
- 1.10 Time in connection with any discount for prompt payment which may be offered by a bidder will be computed from the date of delivery to the Town, as specified on the purchase order, or from date correct invoice is

received by the Town, if the latter date is later than the date of delivery. Prompt payment discounts will not be considered for purposes of price evaluation and bid award.

- 1.11 The Bidder agrees to assume the defense of and shall indemnify and save harmless The Town, and any agent, employee and officer acting on its behalf from all loss, cost, damages, expenses including attorney fees, suits and claims made against them arising from and occasioned by the sale, lease, and use of any vehicle, equipment, materials, supplies, parts and any part thereof, which are supplied by the Bidder under this bid, subsequent contract and extensions, regardless of whether the party indemnified hereunder is negligent in whole and in part.
- 1.12 The Bidder agrees to assume the defense of and shall indemnify and save harmless The Town and all persons acting for and on behalf of the Town from all suits and claims against any and all of the aforementioned arising from and occasioned by the sale, lease and use of any vehicle, equipment, materials, parts and supplies and any part thereof, which infringes and is alleged to infringe on any patent rights. In case such vehicle, equipment, materials, parts and supplies, and any part thereof, in any such suit is held to constitute infringement, the Bidder a reasonable amount of time of said suit and claim, will at its own expense, and as the Town may elect, replace such vehicle, equipment, materials, parts, and supplies with non-infringing vehicle, materials, equipment, parts, and supplies, and remove the vehicle, equipment, materials, parts, and supplies and refund the sums paid therefore.
- 1.13 The Bidder agrees to comply with all applicable Federal, State and local Laws, by-laws, Amendments and Statutes during the term of the subsequently awarded Contract(s) and any extensions thereof.
- 1.14 Purchases made by the Town are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
- 1.15 Verbal orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Vendor and may result in an unenforceable claim.
- 1.16 The Town reserves the right to inspect any and all vehicles, equipment, materials, parts and supplies stated within this bid, subsequent contract and extensions at any time, without prior notice to the Bidder. The Town may have free access to inspect any vehicle, equipment, materials, parts and supplies stated within the bid, subsequent contract and extensions prior to purchase.
- 1.17 All vehicles, equipment, materials, parts and supplies identified within this bid, subsequent contract and extensions, must be laboratory approved or independent laboratory approved, where it is required that any such item must meet such approval under Federal, State, Municipal, Departmental and Agency laws, by-laws, statutes, rules and regulations. Any and all related costs to obtain any required approval(s) will be the sole responsibility of the Bidder and shall not be requested from the Town.
- 1.18 Bidders must comply with all requirements specified in the General Requirements of the Contract, Articles 1 through 15 of this bid. Bids, which take exception to the Terms and Conditions, will be considered conditional and subject to rejection.

ARTICLE 2.00 METHOD OF AWARD

- 2.01 This bid will be awarded to the lowest responsive and responsible bidder in accordance with the terms set forth in the Invitation for Bids. A responsive bidder shall be one whose bid is complete and conforms in all respects to the requirements of this bid request. A responsible bidder shall be one who has the capability to perform fully the contract requirements, and the integrity and reliability which assure good faith performance.
- 2.02 Information acquired in accordance with Article 3.00, below, may be used to evaluate whether the product offered herein is responsive to the specifications and whether a bidder is responsible particularly with regard to vendor qualifications, company background, especially in bid equipment and capability.

ARTICLE 3.00 VENDOR BACKGROUND AND REFERENCES

- 3.01 The Town may make such investigation as it deems necessary to determine the ability of a Bidder to furnish equipment and services. The successful Bidder shall furnish to the Town all such information and data outlining its qualifications prior to contract execution.
- 3.02 The Bidder shall provide annual reports and/or other financial solvency data, and other background information supporting the reliability of the Bidder to the Town as requested.
- 3.03 Each bidder must submit upon request a list of references located within the contiguous 48 states. The following minimum information shall be provided:
1. Complete name of agency or department sold to
 2. Quantity sold, delivery date, brand and model
 3. Full name and title of responsible persons
 4. Complete and accurate mailing address and telephone numbers

All references given shall be current sales within the last twenty-four (24) months. The Town reserves the right to reject a bid on the basis of an unfavorable reference.

ARTICLE 4.00 CONTRACT TERM

- 4.01 The term of this contract shall be from the date of execution through December 31, 2010. The Town reserves the option at its sole discretion to extend the contract for up to six additional months.

ARTICLE 5.0 PRODUCT SUBSTITUTIONS

- 5.01 In the event the manufacturer discontinues an item contained in this bid during the contract term and introduces a new or replacement version or model for the discontinued item, the Town, will be supplied, for not less than 30 days, up to two (2) units to have the opportunity to evaluate the newer model. If the new version or model is accepted, it will be provided at the same price as the original model until and unless the Vendor complies with paragraph 5.02, below.
- 5.02 In the event a new or replacement model is accepted, the Vendor may request an increase in the contract price for that model only. Such request will be granted by the Town only if the Vendor can satisfactorily demonstrate that the price offered is based on the same discount as the item originally bid and that any price increase is based solely on an increase in the manufacturer's base price for the new or replacement model. The Vendor will be required to present copies of both old and new manufacturer price lists or other documentation or statements directly from the manufacturer to support the request for price increase.
- 5.03 The Town reserves the right not to accept the new or replacement model, in which case that item will be deleted from the scope of the contract.

ARTICLE 6.00 QUANTITY

- 6.01 The Vendor understands that no enforceable obligation exists under this contract beyond the amount of available funds appropriated by the Town. Quantities stated in this bid are estimates derived either from information obtained from a limited survey of local municipal departments, or past experience with contracts of similar nature and scope to this one.

ARTICLE 7.00 DELIVERY AND PAYMENT OF PURCHASES

- 7.01 The Vendor shall be prepared to commence delivery of the bid item(s) upon execution of the Contract and shall complete all deliveries of the item(s) ordered by the Buyer no later than sixty (60) days after receipt of written and signed Purchase Order
- 7.02 The Vendor shall be paid for the goods and services provided under this bid on the basis of the unit prices contained in the Vendor's bid proposal. No cost may exceed the amount set out in this bid for any item.
- 7.03 Upon receipt of an invoice, the Town shall pay the Vendor for purchases in the amount of one hundred percent (100%) of the equipment price for items when delivered. Payment shall be due 45 days after receipt of an invoice.
- 7.04 The Vendor shall prepare an invoice for the Town under this Contract.

ARTICLE 8.00 WARRANTY

- 8.01 The Vendor shall guarantee in writing that each item purchased under this bid shall perform in conformance with the manufacturer's published or proposed specifications, whichever is applicable. The Vendor further agrees to replace items purchased, at no cost to the Town for labor or materials, if said item fails to meet said specifications within a year after installation. If, after three service calls for the same fault, the item cannot be returned to full operation, then the item will be replaced by the Vendor at no cost to the Town.
- 8.02 The Vendor shall replace, repair or make good, without cost to the Town, any defects or faults arising within five (5) years (or other time period if so specified in the Specifications and Minimum Requirements) after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Vendor.
- 8.03 The Vendor shall maintain a response within 48 hours to service calls by a certified technician. If a unit cannot be repaired within 48 hours, a loaner unit will be made available and delivered at no cost to the Buyer.

ARTICLE 9.00 INSTALLATION

- 9.01 In the event any item supplied pursuant to this bid requires installation, the work shall be performed by a qualified installer. The Vendor shall be responsible to see that this work is done in a professional and acceptable manner.

ARTICLE 10.00 MOST FAVORABLE CUSTOMER

- 10.01 The Vendor warrants and represents that the prices, warranties, conditions, benefits and terms set forth in it's bid shall be at least equal to or more favorable than the prices, warranties, conditions, benefits and terms now charged or offered by the Vendor during the term of this contract to other purchasers for the same or substantially like products with like features and in quantities as described in this bid.

ARTICLE 11.00 TERMINATION AND EXTENSION

- 11.01 The Town of Freetown may, by written notice of default to the Vendor, terminate the whole or any part of this contract or Purchase Order in any one of the following circumstances:

If the Vendor fails to make delivery of the equipment, goods or supplies or to perform the services within

the time specified herein or any extension thereof;

If the Vendor fails to perform any of the other provisions of this contract or, if in the opinion of the Town, it so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the Town may authorize in writing) after receipt of notice from the Town specifying such failure.

ARTICLE 12.00 PARTS

- 12.01 The manufacturer/vendor of equipment items purchased through this bid, shall guarantee to make parts available for said equipment for a period consistent with the life of the equipment or for a period of not less than five (5) years, whichever is greater. If one of the items or components becomes obsolete, it shall be the responsibility of the manufacturer/vendor to provide a device that will appropriately replace the unit if replacement parts are back ordered or delayed more than 5 days.

ARTICLE 13.00 INSURANCE

- 13.01 The Vendor, in addition to any insurance required by state or local law, shall maintain in force during the term of this contract the following insurance:

Comprehensive general liability insurance, including owner's protective liability insurance and contractual liability insurance covering against personal injury, and property damage in the amount of \$250,000 per person and \$1,000,000 per occurrence for personal injury, including death, and \$500,000 per occurrence for property damage.

ARTICLE 14.00 EQUAL OPPORTUNITY

- 14.01 During the performance of this Contract, the Vendor agrees as follows:

The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

TOWN OF FREETOWN

BIDDER INFORMATION AND REQUIRED CERTIFICATIONS

- A. The undersigned certifies that s/he has read, understands and will comply with all terms, conditions and requirements contained herein and applicable to this bid and all ensuing contracts.
- B. This bid includes the following addenda: _____, _____, _____, _____.
- C. The undersigned agrees that, if selected as lowest responsive and responsible bidder, s/he will within fourteen, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town of Freetown, execute a contract in accordance with the terms of this bid, and in accordance with the provisions contained in the Project Manual.
- D. **Non-Collusion.** The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- E. The undersigned has completed and submits herewith the following documents:
- ☐ Bidder information
 - ☐ Price Schedule
 - ☐ Minimum Requirements

G. Date: _____

(Name of General Bidder)

BY: _____
(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) (FAX)

(E-mail address)

NOTE: If the bidder is a **corporation**, indicate state of incorporation under signature, and affix corporate seal; if a **partnership**, give full names and residential addresses of all partners; if an **individual**, give residential address if different from business address; and, if operating as a **d/b/a** give full legal identity. Attach additional pages as necessary.

TOWN OF FREETOWN
Modular Dispatch Console
Price Schedule

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
Modular Dispatch Console	01	\$_____	\$_____

Model Number

Manufacturer

Company: _____

Contact Person: _____

Phone / Fax: _____

E-Mail Address: _____

Modular Dispatch Console Minimum Requirements

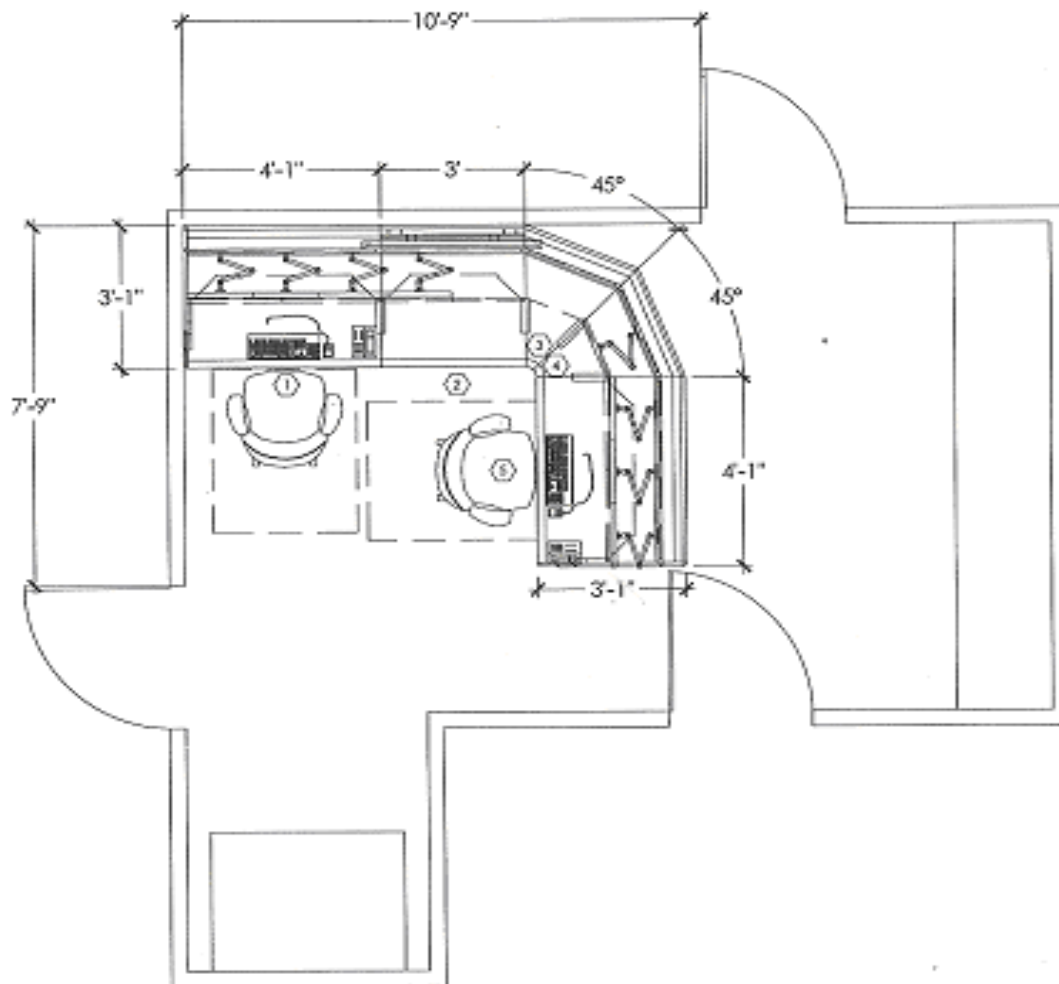
<u>Item</u>	<u>Description</u>	<u>Minimum Requirements</u>	<u>Yes</u>	<u>No</u>
<u>1.00</u>	<u>General</u>			
1.01	Russ Bassett Corporation, Desience Modular Console System or equivalent.		_____	_____
<u>2.00</u>	<u>Console System</u>			
2.01	Modular console system; not a conventional panel based system.		_____	_____
2.02	Console sections fully welded steel construction; no particleboard or wood substitute to be used in console construction.		_____	_____
2.03	Finish powder coated over all metal surfaces.		_____	_____
2.04	Console connections must be of steel bolt construction.		_____	_____
2.05	CPU storage and components integrated in the design of the console system and not attached to the base structure. CPU storage/components have access from both the front and rear of the console.		_____	_____
2.06	Console of modular design with each module being able to be considered a stand-alone unit.		_____	_____
2.07	Console system of modular design to allow future growth and expansions with minimal disruption.		_____	_____
<u>3.00</u>	<u>Base Frame</u>			
3.01	Base frame must be constructed with tubing. Units of particleboard or other wood base are not acceptable.		_____	_____
3.02	Frame must be freestanding.		_____	_____
3.03	All console base frames have leveling guides that allow the entire unit to be adjusted at once.		_____	_____
3.04	Lower console frames have integrated cable management and not interfere with CPU location and access.		_____	_____
<u>4.00</u>	<u>Slatwall Frame</u>			
4.01	Slatwall frame constructed of steel.		_____	_____
4.02	Slatwall system has integrated cable management system with a front access door and removable rear access door.		_____	_____
4.03	Cables able to pass through the slatwall into the base frame without drilling in the work surface.		_____	_____
4.04	Slatwall at least 12" inches high and has the ability to stack additional stages.		_____	_____
4.05	Monitors capable of being mounted on articulating LCD arms attached to the integrated slatwall systems allowing users to move, relocate, and add additional monitors when needed.		_____	_____
4.06	Cables concealed inside slatwall frame.		_____	_____
4.07	Slatwall system has the following filling and storage accessories		_____	_____
	Slatwall Pencil Cup		_____	_____
	Slatwall CD Holder		_____	_____
	Slatwall Letter Holder		_____	_____

	Slatwall Binder Holder	_____	_____
	Slatwall Paper Holder	_____	_____
	Heavy Duty Slatwall Phone Tray	_____	_____
	Accessory Tray	_____	_____
5.00	<u>Work Surface</u>		
5.01	One continuous piece for each console station; no seams or breaks may be evident.	_____	_____
5.02	Work surface has smooth front edge that is impact resistant.	_____	_____
5.03	No post framed laminate edges or 90 degree shelf edging on work surfaces.	_____	_____
5.04	No cantilevered work surfaces.	_____	_____
5.05	Work surface must be supported by a steel frame.	_____	_____
6.00	<u>Panels & Doors</u>		
6.01	Front and rear access panels and doors, and end panels constructed of steel and finished with powder coat finish. Composite core with pressure laminate not acceptable.	_____	_____
6.02	Rear access panels must be lift off in design. No tools required for removal.	_____	_____
6.03	Access doors must have locking option.	_____	_____
7.00	<u>Monitor Mounts</u>		
7.01	Monitor mounts have fully articulating movement and adjustable for varying weights and dimensions.	_____	_____
7.02	Mounted to integrated slatwall frame.	_____	_____
8.00	<u>Large Screen Display</u>		
8.01	A large screen (e.g., plasma and large LCD) display mounted and integrated to the base console or slatwall frame.	_____	_____
8.02	Cables concealed within the mount.	_____	_____
8.03	Mount must have height and tilt control.	_____	_____
9.00	<u>Ergonomics</u>		
9.01	Panels have radius on corners for comfort & safety.	_____	_____
9.02	Consoles designed in accordance with ergonomic standards of ANSI/BIFMA.	_____	_____
10.00	<u>Accessories</u>		
10.01	Integrated base frame compartment system includes the following and able to be added, modified, or removed without changing the base frame:	_____	_____
	Storage pedestals		
	CPU flat shelves		
	CPU slide out shelves		
	Adjustable shelves		
	Exhaust fans		
	Waste bins		
11.00	<u>Modular Dimensions</u>		
11.01	See diagrams A and B.		
11.02	Console Section 1	_____	_____
	One 37Dx48W Console – 1X Slatwall		
	One Vented Front Door – 48” W		
	One Slide-Out Shelf 18”D X 48” W		
	Two Monitor Arms – 1 over 1 – Slatwall		

Diagram A



Diagram B



C
TOWN OF FREETOWN, MASSACHUSETTS
CONTRACT FOR
MODULAR DISPATCH CONSOLE

THIS AGREEMENT, made this ____ th day of _____, 2010 by and between the TOWN OF FREETOWN, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereafter referred to as the BUYER, and

hereinafter referred to as the SELLER:

WITNESSETH: That the parties hereto agree as follows:

1. PRICE

The SELLER agrees to furnish and to deliver to the BUYER at such times, at such places, in such manner, and in such quantities as the BUYER may direct, and at the unit price listed, MODULAR DISPATCH CONSOLE in accordance with Town of Freetown Invitation for Bid No. FPD-10-01, Summary Sheets, Specifications, Price Schedules and bid response which are attached hereto and hereby incorporated as part of the terms and conditions of this Agreement. The specific item in Invitation to Bid No. FPD-10-01 awarded under this contract is as follows:

MODULAR DISPATCH CONSOLE

2. QUANTITY

The quantity specified in the Invitation to Bid No. FPD 10-01 is one dispatch console consisting of four modules.

3. QUALITY OF MATERIALS

Unless otherwise specified, all equipment, materials and supplies furnished under this Agreement are to be first quality, new and unused.

4. ORDERS

Deliveries of equipment, materials and supplies shall be made as specified on Purchase Orders issued by the BUYER against this Agreement. The BUYER shall be responsible to pay for only those materials ordered against this Agreement on BUYER'S Purchase Orders and shall not be responsible to pay for any other materials.

5. TERM

This contract shall be in effect from the date of execution through December 31, 2010. At the sole discretion of the BUYER the contract may be extended for a maximum of six months, with no changes in the contract price and terms and conditions.

6. PAYMENT

The BUYER agrees to pay to the SELLER for all deliveries made against this Agreement using the unit price listed on bid sheets.

Payments shall be made by the BUYER who has placed the relevant order within forty-five (45) days after receipt of invoice or receipt of the vehicle of the BUYER, whichever is later, provided no claims have been filed with such BUYER for material and labor. Should claims be filed for material or labor, such BUYER shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of such BUYER.

7. DECREASE TO REFLECT DECREASE IN MARKET

It is agreed that the unit prices listed are maximum prices and that the BUYERS shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the Manufacturer's price listing as might be generally adopted in the trade, or by the same percentage that the SELLER may reduce prices to others who purchase in similar quantities and under similar conditions.

8. WARRANTY

The SELLER shall deliver a manufacturer's warranty which shall, at a minimum, replace, repair or make good, without cost to the BUYER, any defects or faults arising within five (5) years after date of acceptance of articles furnished (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done on articles and or materials furnished by the SELLER. To the extent that the SELLER'S bid responses provides a more extensive warranty, such warranty shall be provided by the SELLER.

9. NOTICE OF SHIPMENT

The SELLER shall give immediate notice to the relevant BUYER of every shipment made under this Agreement, with full information as to routing, shipping dates or other references.

10. COMPLIANCE WITH LAW

The SELLER agrees to comply with all applicable Federal, State and local laws and regulations.

11. INDEMNIFICATION

The SELLER agrees to assume the defense of and shall indemnify and save harmless the BUYER and all persons acting for or on behalf of the BUYER from all suits and claims against any or all of the aforementioned arising from or occasioned by the use of any equipment, materials and supplies or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such equipment, materials and supplies, or any part thereof, in any such suit is held to constitute infringement, the SELLER, within a reasonable time, will at its own expense, and as the BUYER may elect, replace such equipment, materials and supplies with non-infringing equipment, materials and supplies, or remove the equipment, materials and supplies and refund the sums paid therefor.

12. INSPECTION

For the purposes of inspection of the equipment, materials and supplies covered by this contract, the SELLER shall give the BUYER free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the BUYER shall not relieve the SELLER from his obligation to comply in all respects with the Agreement.

13. INSTALLATION BY BUYER

If any of the equipment, materials and supplies covered by this contract is to be installed by either the SELLER or the BUYER, the SELLER shall furnish a competent person to supervise the installation upon request of the BUYER, without expense to the BUYER, unless otherwise provided herein. Such supervisor, or other employees furnished by the SELLER, shall be the agents of the SELLER and not of the BUYER and the SELLER hereby agrees to indemnify the BUYER and hold it harmless from and against any and all loss, costs, damage and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

14. EQUALITY

An item equal to that named or described in the specifications of the contract may be furnished by the seller and the naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength

and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the BUYER in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the BUYER, shall be in writing to be effective, and the decision of the BUYER shall be final. The BUYER may require tests of all materials so submitted to establish quality standards at the sellers expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and proper performance shall continue to rest with the SELLER.

For use of material other than the one specified, the SELLER shall assume the costs of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the seller shall submit the product he intends to use for approval of the BUYER. If any substitution is more costly, the SELLER shall pay for such costs.

15. HOLD HARMLESS

The Seller agrees to assume the defense of and shall indemnify and save harmless the BUYER, and any agent, employee or officer acting on its behalf from all loss, cost, damages, expenses including attorney fees, suits or claims made against them arising from or occasioned by the sale or use of any equipment, materials and supplies or any part thereof, which are supplied by the SELLER under this Agreement, regardless of whether the party indemnified hereunder is negligent in whole or in part.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals on the day and year aforesaid.

SELLER

TOWN OF FREETOWN

By: _____

By: _____

Title: _____

By: _____

Date: _____

By: _____

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the
directors were present or waived notice, it was voted that:

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of
said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this
corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this
corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of
the date set forth below.

6. ATTEST: _____
(Signature of Clerk or Secretary)*

AFFIX CORPORATE
SEAL HERE

7. Name: _____
(Please print or type the name in line 6)

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date
the officer signed the **contract and bonds.**)

*The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number (Voluntary)
or Federal Identification Number

By: _____ Date: Corporate Officer
(Mandatory, if Applicable)

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. C. 62C, S. 49A.